



GENERAL INFORMATION **CITY OF FRISCO, TEXAS**

COMPETITIVE SEALED PROPOSAL NO. 1207-069
Enterprise Discovery for Electronic Records

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**DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:**

***August 16, 2012 @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**CD OR FLASHDRIVE AND FOUR COPIES REQUIRED**  
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**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

**CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034**

**Deadline for Submittal of
Questions**

**August 3, 2012 @4PM CST
Send to**

purchasing@friscotexas.gov

**FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE
CONTACT:**

**Tom Johnston , CPPO C.P.M.
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540**

**Jean Stellatella, CPIM CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541**



CITY OF FRISCO
COMPETITIVE SEALED PROPOSAL NUMBER
1207-069

RFP for Enterprise Discovery for Electronic Records

BIDDER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS FOUR "COPIES" TO FACILITATE EVALUATION. IF FOUR COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed PROPOSALS for
Enterprise Discovery for Electronic Records

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Proposal must be received by August 16, 2012 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on August 16, 2012 at 2:05 PM.CST.

Write the competitive sealed proposal number 1207-069, name of proposals, RFP for **Enterprise Discovery for Electronic Records** and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposals. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful bidder may be required to execute a written contract.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit an original on a CD or Flashdrive and four (4) copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services's approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE**. You can also download a copy on our website, www.friscotexas.gov/bids . If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov .

16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
- A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**

22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder to the City of Frisco, Finance Division, accountspayable@friscotexas.gov

CONTRACT

33. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____,
2012

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- | | | | | |
|------------------------|--------------------------|-----|--------------------------|----|
| 1. Sole Proprietorship | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 2. Partnership | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |
| 3. Corporation | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO |

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND ONE (3) COPY INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?



City of Frisco ***Enterprise Discovery for Electronic*** ***Records***

Introduction

The City of Frisco, Texas is accepting proposals for purchase of software for Enterprise Discovery of Electronic Records.

The goal is to provide enterprise-wide electronic records discovery software in order to search, review, filter and report on all electronic records including email and external file sources.

It is the intent of the City of Frisco to establish a mutually beneficial relationship with the selected vendor who is committed to providing solutions to meet all current and future requirements for the City's Enterprise Records Discovery Software. Our City is growing in size and technical expectations, and we require that the successful vendor invest into their product line to ensure functionality, productivity, and technical efficiency of current and future versions. The successful vendor will work closely with designated City personnel to deliver, install, implement, train, warranty and support a total package.

Background

The City of Frisco is located approximately 20 miles north of downtown Dallas along the Dallas North Tollway along SH 121, and covers area in both Collin and Denton County. The May 1, 2012 population estimate for Frisco is approximately 126,576 and growing at the rate of roughly 15% annually. The City occupies approximately 71 square miles and has an expected build-out population of roughly 250,000 by the year 2025.

Our current eDiscovery software is NearPoint version 4.2 and was originally purchased from Mimosa Systems in 2011. This system is primarily used for searching Email and select files in order to respond to Public Information Requests, perform Legal research and place records holds. Email is managed with Microsoft Exchange 2010 and houses approximately 2.1 terabytes of information. The City also utilizes PST files, NTFS shares, SharePoint 2007/2010 and enterprise servers, desktops and laptops. File share sizes are approximately 5 terabytes of user files.

SIRE Technologies based in Salt Lake City, UT is our software for electronic records. Replacement of this records software is not in the scope of this project.

Evaluation Criteria

A team of representatives from the City Secretary's Office, Legal and Information Technology will evaluate the proposals using the criteria listed below in order of importance.

- Conformance with RFP guidelines and submittal requirements
- Responses to Functional Requirements
- Compatibility with the City of Frisco's desired current and future technology architecture, expertise, future strategy and responses to Technical Requirements
- Software Demonstrations and Pilot evaluation
- References of similar size and complexity
- Implementation Strategy and Plan including Data Conversion
- Total cost of ownership over five years
- Compatibility with the City of Frisco's desired terms and conditions
- Site Visits (optional)

Successful proposers will have an opportunity to demonstrate the software. Following the completion of all demonstrations, the team will meet to discuss the results of the evaluations and review the final proposals. Reference calls and site visits will occur at this time. The vendors will be notified within 4-6 weeks of the demonstration whether they have been chosen as the supplier. The City of Frisco would like to have contracts signed and the project initiated by 12/14/2012.

Required Submittals

In addition to the material included in the City of Frisco RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page

The title page shall include the proposal number, the title (Enterprise Electronic Records Discovery Software) and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in contracts.

Section 2: Table of Contents

Provide page numbers for the beginning of each section of your proposal.

Section 3: Executive Summary

Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project including:

1. Experience with similar projects of relevant scope and size
2. Stability and growth of your organization
3. Product integration necessary to meet our requirements
4. Product development standards
5. Service to be performed
6. Exceptions to the proposal
7. Understanding of the system requested and differentiating highlights of your proposal

The Executive Summary shall not exceed 3 pages in length.

Section 4: Company Background

Provide a brief history of your company and all third-party vendors involved in this proposal. Include information such as when it was founded, types of software developed and sold, number of active installations of the proposed product, name of parent and subsidiary company(s) or owners, if privately owned, etc.

Section 5: Pricing

The proposer must detail by item, all hardware, software, implementation services, data conversion, maintenance/support, training, and material resources required to operate the system as described in the proposal. List any optional features separately and include an explanation of those features.

Section 6: Implementation

Describe your plan to install the system (hardware & software) including time frames, consulting hours required and cost. Provide detailed hardware requirements including specifications for appliances, servers, workstations and peripherals. Identify any periods of downtime where normal input, update and circulation activities may not be performed. Describe the plan to convert the email archive from our existing Near Point eDiscovery system.

Provide resumes and work history of each member of the proposed implementation team including any third party providers. The successful vendor will be required to execute a contract identifying these specific team members by name as those that will perform the proposed services. Any variation in proposed team members must be accepted by the City of Frisco in writing.

Section 7: Training

Describe the training necessary for each level of staff: administrators, Information Technology and end users. Include the location of the training, number of individuals per class and time frame. Provide a list of training materials included in the price and your strategy for keeping it updated. Include location of any electronic documentation that is available.

Section 8: Maintenance and Support

Provide a brief description of your company's service and support philosophy. Include a description of help desk services, support hours of operation and online tools. Describe the warranty and/or maintenance agreement and how upgrades are handled. Provide plan to support any required hardware including scanners and portable printers. Estimate how much city FTE staff time will be required annually for ongoing system management and computer operations for the proposed system. Include if there is any remote support of the system via VPN, telnet, webex or other methods of allowing the vendor staff to remotely troubleshoot, install upgrades, or resolve system problems.

Section 9: References

The proposer must furnish references for at least three (3) customers for whom they have provided a system within the past three (3) years that closely matches the proposed system in use and size. Include contact information with name, title, telephone numbers and email addresses (if available). If a third party provider or partner is included in your implementation, training or support plans, the City also requires references for each company.

Section 10: Requirements

The proposer must respond to each requirement as listed in the attached Requirements Documentation Worksheet. The proposer shall address the ability to provide for each requirement, and specifically note if exception is taken to the ability to provide that requirement.

Each proposer must indicate their ability to provide a system which meets or exceeds each defined requirement by indicating in the **Response** field using the following guide:

- If the requirement is available in the current release (without additional custom development or scripting), type **AC**.
- If the requirement is only available through additional custom development or scripting, type **CD**.
- If the requirement is planned for a future release, type **FR**.
- If the requirement is met by a third party, type **3P**.
- If the requirement is not available or doesn't apply, type **NA**.

Include details in the Notes field where additional information is helpful or requested.

#	Functional Requirements (Sections 1-3)	Response	Notes
1.00	Searches and Queries		
	System is capable of searching the archive using the following criteria:		
1.01	Keyword/Multiple Keyword in subject		
1.02	Keyword/Multiple Keyword in content		
1.03	Keyword/Multiple Keyword in attachments		
1.04	Date Created		
1.05	Date Modified		
1.06	Date Sent		
1.07	User Created		
1.08	User Last Modified		
1.09	Document Type (email, calendar, task, etc.)		
1.10	Tags (user defined)		
1.11	Email To,From,CC,BC		
1.12	Point in Time (Previous 6 months)		
1.13	Ability to build queries using AND/OR functionality to exclude values. Specify in Comments if any of the values listed above are not included.		
1.14	Ability to search within a search and remove irrelevant results without losing the initial search result.		
1.15	Ability to search different information stores in one query. (Example: Files and Emails)		
1.16	Ability to remove duplicate items from a search by recognizing the same document or email from different information stores. Example: Multiple users in the "To" field, only show once.		
1.17	Ability to place documents on Legal Hold to prevent documents from being changed. Describe this process and how it meets industry standards for preserving records involved in litigation.		
1.18	Ability to schedule searches to run at a future date/time.		
1.19	Ability to update documents within a search result or Case to place on Legal Hold.		
1.20	Ability for software to apply automation or analysis to the search result to prioritize responses or weed out "junk".		
	Ability to set retention based on the following criteria:		
1.21	Type of file (Email, Task, Calendar)		
1.22	Email folder location (custom folder like "Personal")		
1.23	Tag or Custom Label (Example: Junk)		

1.24	Email To, From, CC, BCC, Subject or Email content		
1.25	Ability to set policies or a grace period to prevent accidental or deliberate deletion of archive items. Describe this process.		
1.26	Ability to set policies or rules to prevent specific Email addresses from coming into the archive and/or to mark for deletion. Example: Lewis McClain clipping service		
1.27	Ability to set policies or rules to prevent junk email from coming into the archive and/or to mark for deletion.		
1.28	Ability to set policies or rules to prevent specific Outlook folders from being added to the archive. (Example: Personal) Describe this process and include the procedure to add the folder later if we decide not to exclude it.		
2.00	Search Results and Reporting		
2.01	Ability to preview results reports and easily remove items from the list. (Describe method)		
2.02	Ability to create custom tags and apply them to items in the search result. Specify if tags are applied individually or in bulk.		
2.03	Ability to categorize or tag individual documents or groups of documents from a search result.		
2.04	Ability to globally search and identify tags placed on email or documents in system regardless of search where tags were applied. Example: Junk or HIPAA.		
2.05	Ability to route search results for update and approval via a workflow process.		
2.06	Ability to include, rearrange and remove columns/fields in the results list. Specify if this must be performed each time the case is opened and if it is an individual user setting.		
2.07	Ability to have multiple users review a search result or case at the same time.		
2.08	When multiple users are reviewing a search result, ability to tell what has been reviewed/tagged and by who without having to reopen the case or software.		
2.09	Ability to see search terms highlighted in the result view. Describe this process.		
2.10	Ability to see search terms highlighted in the Email attachment.		
2.11	Ability to view all Email file attachments without having to save a local copy.		
2.12	Ability to easily copy documents from search results to a PST file, network directory, CD or DVD or other removable media.		

2.13	Ability to capture search result and copy all result documents to a pristine folder location.		
2.14	Ability to redact Email content in a search results report or export. (Example: Social Security Number or Phone Number)		
2.15	Ability to delete original files/documents from within the search results and have those files removed from the archive or set for removal through retention. Describe this process.		
2.16	Ability to expunge emails and documents from the archive. Describe this process.		
2.17	Ability to view a high level summary of the search results. This helps in the beginning to assess the time it will take to complete the results review.		
2.18	Ability to print a summary list of search results.		
2.19	Ability to run reports on case activity, who worked on a case and when.		
2.20	Ability to track time spent reviewing a case or search by user.		
2.21	Ability to run a report listing counts of tags applied to a case result.		
2.22	System provides standard administrative reports. Include list in proposal.		
3.00	Security		
3.01	System allows integration with the existing Active Directory user list.		
3.02	System provides for Secure Sockets Layer (SSL) encryption.		
3.03	Administrators can assign security for named individual and collection of users having the same functional role, department or organizational assignment. Example: City Secretary and Attorney		
3.04	Security is assignable on user-defined levels based on category or information location. Example: HR and Legal		
3.05	System maintains a log of unauthorized attempts to access the system.		
3.06	System can provide a full audit trail of all transactions and provide time stamp and User ID. This audit is secured from user edits.		
3.07	Ability to give business users access to their own email in the Archive. Describe the functions that are available in this capacity.		
3.08	Ability for non-IT (Information Technology) personnel to operate software without IT intervention.		

4.00	Technical Requirements		
4.01	Ability to bring in archive email data from existing NearPoint 4.2 system. Describe data conversion in Section 8.		
4.02	Ability to duplicate legal holds currently set in the NearPoint archive. Describe method to maintain this information here or in Section 8.		
4.03	Ability to store Email from terminated employees and not store a copy in Microsoft Outlook. Describe this process.		
4.04	Product utilizes Microsoft SQL Server 2008 or newer.		
4.05	Product supports the latest Microsoft desktop operating system, including Windows 7.		
4.06	Web-enabled applications can be accessed using Internet Explorer 9.0.		
4.07	The City uses Microsoft Exchange/Outlook 2010. The system has the ability to interface with <u>this</u> electronic mail system.		
4.08	Product operates on the latest Microsoft Windows Server 2003 platforms in a high availability environment with redundant servers including database.		
4.09	Product is accessible over a TCP/IP Ethernet network.		
4.10	System ensures referential data integrity, accuracy and completeness.		
4.11	System has capability to protect against loss of system data during system failure. Describe these features.		
4.12	Email documents retain original host headers for legal purposes.		
4.13	Product doesn't require procurement of server hardware. *		
4.14	Product is able to run in a multi-tenancy virtual server environment. *		
4.15	Product integrates with Office 365. *		
	System is capable of supporting queries into the following types of data storage locations. Describe method for linking to these systems.		
4.16	Email PST files		
4.17	NTFS shares		
4.18	SharePoint 2007		
4.19	SharePoint 2010		
4.20	Servers, Desktops, Laptops		
4.21	SIRE Technologies Records Management *		



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM

1207-069

"Enterprise Discovery for Electronic Records"

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name) Cash Discount Terms: _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____